

## EXHIBIT A

**BCP Finance Bank, Ltd.**

Euro 425,000,000  
 4.75 per cent. Definitive Exchangeable Bonds due 2011  
 exchangeable into Bank Bonds immediately convertible  
 into Ordinary Shares of

BANCO COMERCIAL PORTUGUÊS, S.A.

EXCHANGE NOTICE<sup>1</sup>

(Please read the notes overleaf before completing this Notice.)

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

To: Banco Finance Bank, Ltd. (the "Issuer")  
 Banco Comercial Português, S.A. acting through its Madeira international branch ("Sucursal Financeira Internacional") (the "Bank")  
 Citibank, N.A., London branch (the "Principal Exchange Agent")  
 The Financial Intermediary named in Item 4 below (the "Financial Intermediary")<sup>2</sup>

I/We, being the holders of the 4.75 per cent. Exchangeable Bonds of the Issuer ("Exchangeable Bonds") specified below hereby:

- (a) elect to exchange such Exchangeable Bonds into Bank Bonds immediately convertible into Ordinary Shares ("Ordinary Shares") of the Bank in accordance with (i) Condition 5 of the terms and conditions of the Exchangeable Bonds and (ii) the Paying and Exchange Agency Agreement dated as of 20th June, 2001 ("Agency Agreement") among, *inter alios*, the Issuer, the Bank and the Principal Exchange Agent;
- (b) (i) exercise my/our rights to exchange of the Exchangeable Bonds for an equivalent amount of Bank Bonds (as such term is defined in the Agency Agreement) and (ii) authorise and exercise my/our rights immediately to convert such Bank Bonds into Ordinary Shares, and waive any right to any interest on such Bank Bonds;
- (c) authorise the delivery through my/our named financial intermediary of existing fully paid Ordinary Shares or the payment to me/us or to my/our order (at the account specified below) of the Cash Equivalent, as the case may be with or without exchange with Bank Bonds, at the option of the Issuer;

<sup>1</sup> To be delivered in duplicate.

<sup>2</sup> Bondholders exchanging their Exchangeable Bonds should make their own arrangements to appoint and notify a relevant Financial Intermediary in Portugal. No Exchange Agent shall be under any obligation to deliver a copy of this Exchange Notice to any Financial Intermediary named in this Exchange Notice.

- (d) declare that if at the election of the Issuer a third party is to provide the Ordinary Shares to be transferred to me/us upon exchange, such third party shall, upon such transfer and satisfaction of my/our exchange rights and rights in respect of such exchange and conversion, be subrogated to my/our rights in respect of the exchange and the Bank Bonds;
- (e) in the event that this Exchange Notice is delivered on or after 1st March in any year, acknowledge that I/we will have no right to any dividends or distributions in respect of Ordinary Shares for the previous fiscal year, and waive any such rights;
- (f) declare that all approvals, consents and authorisations (if any) required by the laws of Portugal to be obtained by me/us prior to the said exchange have been obtained and are in full force and effect and that any applicable condition thereto has been complied with by me/us;
- (g) authorise the Issuer or its Agent to sign in my name all formalities necessary or convenient to give effect to the exchange and conversion to be effected under any authority given above;
- (h) represent and warrant that that the Exchangeable Bonds are free from all liens, charges, encumbrances and other third party rights; and
- (i) represent and warrant that either (A) at the time of signing and delivery of the Exchange Notice neither I/we, nor any person who has an interest in the Exchangeable Bonds is a U.S. person and the Exchange Right is not being exercised on behalf of a U.S. person or (B) I/we will deliver a written opinion of counsel and/or any additional certification satisfactory to the Bank that the Exchangeable Bonds and the Ordinary Shares to be delivered on exchange thereof have been registered under the Securities Act or are exempt from registration thereunder.

Details (to be completed):

1. Total principal amount and certificate numbers of Exchangeable Bonds to be exchanged are as follows:

Total principal amount: \_\_\_\_\_

Total number of Exchangeable Bonds: \_\_\_\_\_

Definitive Exchangeable Bond number(s) (if relevant): \_\_\_\_\_

N.B. If necessary, the certificate numbers of Definitive Exchangeable Bonds can be attached separately.

2. If not the Bondholder, the name(s) and address(es) of person(s) in whose name(s) the Ordinary Shares required to be issued on exchange are to be held:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Account: \_\_\_\_\_

3. Details of the Financial Intermediary with whom either (i) I/we or (ii) the person(s) to whom Ordinary Shares are to be issued has/have opened a securities book-entry account), in whose name(s) the Ordinary Shares issued on exchange are to be held and which is authorised under Portuguese law for such purposes:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Account: \_\_\_\_\_

4. I/We hereby request that the certificates for the securities (other than Ordinary Shares, property or cash required to be delivered upon exchange:

(a) in respect of non-cash items:

(i) be despatched (at my/our risk and expense) by the Issuer or on the Issuer's behalf to the person(s) whose name and address(es) is/are given below and in the manner specified below:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Manner of despatch: \_\_\_\_\_

or

(ii) be made available for collection at the office of the share registrar of the Bank in Portugal; or

(b) in respect of cash payments, be deposited into the following euro account held with a bank located in a member state of the European Union:

[Account details]

(Delete as applicable)

5. If applicable, the Definitive Exchangeable Bonds and all unmatured Coupons in respect of the Exchangeable Bonds converted hereby, accompany this Exchange Notice.

## N. B.

- (i) This Exchange Notice will be void unless the introductory details, Sections 1, 2 and 3 are completed and Section 4 is complied with.
- (ii) Your attention is drawn to Condition 5.2 of the Exchangeable Bonds with respect to the conditions precedent which must be fulfilled before the Exchangeable Bonds specified above will be treated as effectively eligible for exchange.
- (iii) Despatch of securities (other than the Ordinary Shares) or property will be made at the risk and expense of the exchanging Bondholder and the exchanging Bondholder will be required to prepay the expense of, and submit any necessary documents required in order to effect, despatch in the manner specified.
- (iv) If a retroactive adjustment contemplated by the Terms and Conditions of the Exchangeable Bonds is required in respect of an exchange of Exchangeable Bonds, (x) additional Ordinary Shares issuable or deliverable pursuant to such retroactive adjustment will be issued, delivered and registered in the same manner as the other Ordinary Shares, and (y) additional securities (other than the Ordinary Shares), property or cash deliverable pursuant to such retroactive adjustment will be delivered or despatched in the same manner as the other securities, property or, as the case may be, cash previously issued pursuant to the relevant Exchange Notice.
- (v) Any conversion of Bank Bonds following delivery of an Exchange Notice is conditional on the Issuer not electing to pay a Cash Equivalent in the manner contemplated in Condition 5.2.

## For the Agent's use only:

1. (A) Exchangeable Bond exchange identification reference: [     ]
  - (B) Exchange Date: \_\_\_\_\_
2. (A) Aggregate principal amount of Exchangeable Bonds in respect of which Definitive Exchangeable Bond(s), if applicable, have been deposited for exchange:
  - \_\_\_\_\_
  - \_\_\_\_\_
  - (B) Exchange Price on Exchange Date:
    - \_\_\_\_\_
    - \_\_\_\_\_
  - (C) Number of Ordinary Shares issuable: (disregard fractions)
    - \_\_\_\_\_
    - \_\_\_\_\_

(D) Definitive Exchangeable Bonds and all unmatured Coupons surrendered (if applicable)

---

N. B. The Exchange Agent must complete items 1 and 2.